

State of Alabama

Montgomery County

AGREEMENT NOT TO COMPETE

Comes, John Buster Walker, II, Grady Dowling Kittrell, and Thomas Going Clark, III, being all the stockholders of the Alabama Corporation U.S. Beverage and for good and valuable consideration, in the amount of Ten Dollars and other valuable consideration the receipt of which is acknowledged do hereby agree, bargain, covenant and contract with each other and U.S.

Beverage as follows:

The above persons are the key employees of U. S. Beverage. They have extensive knowledge of its business, customers, customer lists, potential customers, product pricing, profit margins and manner of conducting business. In the event such a person leaves U. S. Beverage, if they were to enter a competing business, that would have a serious detrimental affect upon U. S. Beverage. This agreement reflects a desire by all parties to avoid that problem.

In the event a stockholder of U.S. Beverage for any reason leaves the employ of U.S. Beverage, then that person shall not work in a competing business for a period of three years from the date they left U.S. Beverage employment, within a geographical range of 200 miles of Montgomery, Alabama..

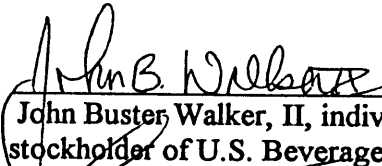
A competing business shall encompass any business similar to or which might be competing with U.S. Beverage. Reasonable standards shall be the basis for determination of whether or not a business is competing with U.S. Beverage.

Immediate injunctive relief in a court of law is authorized to stop such competition. In addition to all provable damages award able, due to the nature of such a breach, liquidated damages in the amount of \$ 75, 000.00, costs and attorney's fees are award able to the prevailing party in the event suit is instituted successfully.

In the event that the parties to this agreement within one year of signing it either individually or collectively decide to cease working together and desire to terminate their working relationship, then the following shall apply:

- A. If a stockholder is bought out this agreement shall apply to them and be part of that buy out agreement.
- B. If a stockholder surrenders his stock to the corporation without compensation in writing, this agreement shall NOT APPLY to that stockholder.

At the end of the above defined year, this provision shall lapse.


John Buster Walker, II, individually and as a
stockholder of U.S. Beverage


Grady Dowling Kittrell, individually and as a
stockholder of U.S. Beverage



Thomas Going Clark, III, individually and as a
stockholder of U.S. Beverage

U. S. Beverage, Inc.

By: John B. Walker
One third owner

By: [Signature]
One third owner

By: Thomas Going Clark, III
One third owner

STATE OF ALABAMA

*

*

MONTGOMERY COUNTY

*

I, the undersigned authority, a Notary Public in and for said State at Large hereby certify that John Buster Walker, II, Grady Dowling Kittrell, and Thomas Going Clark, III individually and as the sole owners of U. S. Beverage and as the authorized agents of U.S. Beverage, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance they executed same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24 day of April, 2002..

John R. Cooper
Notary Public

My Commission Expires: 2/26/05

